

REMARKS

Claims 1-21 are pending in the present application. Claims 1-3, 7, 9-17, and 20 have been amended to further describe that which was previously claimed, to correct scrivener's errors, and/or to maintain antecedent basis. Reconsideration of the pending Claims is respectfully requested in view of the amendments to the Claims and the following remarks.

Information Disclosure Statement

Applicant received an initialed copy of an information disclosure statement (PTO 1449) filed on December 22, 2003 with the office action mailed February 28, 2006. It has come to the attention of the Applicant that the information disclosure statement (PTO 1449) filed on December 22, 2003 is missing the Examiner's initials next to item C3 of the cited references. Applicant believes this to be an oversight and respectfully requests that a copy of the information disclosure statement (PTO 1449) filed on December 22, 2003 be provided that includes the Examiner's initials next to item C3.

Claim Rejections pursuant to 35 U.S.C. §103(a)

Claims 1, 6, 8, 15 and 17-21 were rejected pursuant to 35 U.S.C. §103(a) as being obvious in view of U.S. Patent No. 6,065,120 to Laursen et al. (hereinafter "Laursen") in view of Japanese Published Application JP 10-210,073 to Hirama (hereinafter "Hirama"). In addition, claims 2-5, 7, 9-14 and 16 stand rejected pursuant to 35 U.S.C. §103(a) as being obvious in view of Laursen, Hirama, and U.S. Patent No. 5,999,699 to Zandi (hereinafter "Zandi"). Applicant respectfully traverses these rejections since the cited references do not teach, suggest, or disclose each and every limitation of amended Claims 1-21.

For example, the method of Claim 1 describes a second step of said mobile communication terminal, in response to said request for the new electronic-commerce contract, prompting a user to enter information required to establish the new electronic-commerce contract. None of the cited references either alone or in combination described a request for a new electronic commerce contract. To the contrary, Laursen simply describes authentication to establish communication between a cellular phone and a server using an existing user account (Col. 9 lines 6-10), Hirama describes a pre-existing service contract between a user and a service offer (paragraph 6 of

enclosed machine translation), and Zandi is silent regarding any form of electronic commerce contract.

In another example, Claim 15 describes means for transmitting to said mobile communication terminal, in response to a request from a user of said mobile communication terminal for a new electronic-commerce contract, screen information to prompt for entry of information required for the new electronic-commerce contract. None of the cited references, either alone or in combination, teach, suggest, or describe means for transmitting screen information to prompt for entry of information required for a new electronic-commerce contract as described in Claim 15. In fact, since none of the cited references teach or suggest a new electronic-commerce contract, the references cannot possibly teach or suggest means for transmitting screen information to prompt for entry of information required for such a new electronic-commerce contract.

In still another example, Claim 17 describes transmission means that is further adapted to transmit to said accessing mobile communication terminal second entry screen data to be displayed on a display of said mobile communication terminal, said second entry screen data operable to prompt said user to input information required to establish said service by contract, said second entry screen data transmittable in response to authentication of said user with said control means and receipt from said user of a request for a new service contract with said institution providing said service. Not only do none of the cited references, alone or in combination, teach or suggest a request for a new service contract with an institution providing a service, but also the cited references fail to teach or suggest second entry screen data operable to prompt a user to input information required to establish said service by contract.

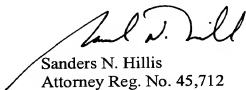
In yet another example, Claim 20 describes that said transmission means is further adapted to receive, from said server apparatus, second entry screen data to be displayed on a display of said mobile communication terminal, said second entry screen data operable to prompt said user to input information required to sign up for said new service contract. Neither a new service contract, nor second entry screen data operable to prompt a user to input information required to sign up for a new service contract are taught or suggested by the cited references either alone or in combination.

For at least the foregoing reasons, all of the claim features described by amended independent Claims 1, 15, 17 and 20, and the claims depending therefrom, are not taught or

suggested by the cited references. Accordingly, a *prima facie* case of obviousness cannot be maintained and Applicant respectfully requests withdrawal of the 35 U.S.C. §103(a) rejections of Claims 1-21.

With this amendment and response, Applicant believes that the present pending claims of this application are allowable, and respectfully requests the Examiner to issue a Notice of Allowance for this application. Should the Examiner deem a telephone conference to be beneficial in expediting allowance/examination of this application, the Examiner is invited to call the undersigned attorney at the telephone number listed below.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sanders N. Hillis".

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